

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: Nancy Jenzano a/k/a Nancy Ann Jenzano

CHAPTER 13

Debtor

M&T Bank

Movant

NO. 16-17372 MDC

vs.

Nancy Jenzano a/k/a Nancy Ann Jenzano

Debtor

11 U.S.C. Section 362

William C. Miller

Trustee

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$33,352.52**, which breaks down as follows:

Post-Petition Payments:	November 2016 to September 2017 in the amount of \$2,938.32/mo.
Fees & Costs Relating to Motion:	\$1,031.00
Total Post-Petition Arrears	\$33,352.52

2. The Debtor shall cure the aforesaid arrearage in the following manner:

a). The Debtor has listed the property (*901 Stargazers Road, Newlin Township, Pennsylvania, Chester, 19320*) for sale. The sale and closing shall occur on or before October 31, 2017, and the mortgage loan shall be paid off at or before the closing.

b). A payoff figure for the loan must be requested no later than October 17, 2017.

c). If the sale does not occur or the mortgage is not satisfied by October 31, 2017, the Movant will provide a ten (10) day Notice of Default, notifying Debtor and Debtor's attorney of the default under this stipulation due to the sale not having occurred or the loan not having been paid off. If Debtor should fail to furnish proof within ten (10) days of the mailing of said notice that either of the aforesaid have occurred, Movant shall file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay to proceed with its rights under the mortgage, and waiving the stay provided by Bankruptcy Rule 4001(a)(3), which the parties hereby agree to waive with respect to said order.

3. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.

4. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

5. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the loan, mortgage and applicable law.

6. The parties agree that a facsimile signature shall be considered an original signature.

Date: September 7, 2017

By: /s/ Thomas I. Puleo, Esquire
Thomas I. Puleo, Esquire
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Date: 10/17/17

Date: 10/27/17

John L. McClain, Esquire
Attorney for Debtor

William C. Miller
Chapter 13 Trustee

Mitchell J. Prince ES
no objection

Approved by the Court this 5th day of December, 2017. However, the court retains discretion regarding entry of any further order.

Magdelene D. Coleman
Bankruptcy Judge
Magdelene D. Coleman

*without prejudice to any
trustee rights or remedies